

PELIKAN BAY STATE PRISON
SECURITY HOUSING UNIT
UNIT D-6

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14 VINCENT C. BRUCE

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 VINCENT C. BRUCE,

19 Plaintiff,

20 vs.

21 EDDIE YLST, et al.,

22 Defendants.

CASE NO. C-99-4492 VRW

SETTLEMENT AGREEMENT

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25 Bruce v. Ylst, et al., C-99-4492 VRW

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PENAL BAY STATE PRISON
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The parties to this settlement agreement ("Agreement") are (1) Vincent C. Bruce ("Plaintiff"); (2) Arthur Godfrey, Diane Marriott, Robert Padilla, Landry Washington, Jr., Gerald E. Harris, Pete H. Carillo, Mike Coziahr, and Eddie Ylst in their individual and official capacities, former Defendants R. Ayers, B.J. O'Neill, R. Dillard, G.H. Wise, M. Piland, M. Johnston, and D. Smith, in their individual and official capacities, and former Defendants who were previously dismissed without prejudice, Tingey, McGrath, Schwartz, and Terhune, in their individual and official capacities, (these nineteen individuals are collectively referred to as "Defendants"); and (3) the State of California and the California Department of Corrections and Rehabilitation (collectively "the State"). The Agreement becomes effective when executed on behalf of Plaintiff, Defendants, and the State.

1. On March 10, 2000, Plaintiff filed an Amended Complaint under 42 U.S.C. § 1983 in the United States District Court for the Northern District of California, Case No. C-99-4492 ("the Action"). The Court granted Plaintiff leave to file his First Amended Complaint, and found Plaintiff had stated a claim under 42 U.S.C. § 1983 against Defendants, all of whom are or were California Department of Corrections and Rehabilitation employees or officials.¹ In his Complaint, Plaintiff sought injunctive relief, compensatory damages, and punitive damages.

2. Defendants and the State deny all allegations, and assert defenses to the claims alleged in this Action.

3. The Plaintiff, Defendants, and the State (hereafter collectively "the parties") enter into this Agreement to provide for certain payment and actions to fully settle all claims which are or might have been the subject of the Action, upon the terms and conditions set forth below.

4. This Agreement (including the release contained herein) is executed in consideration of the sum of \$7,500.00 ("Settlement Sum") and the other terms of this Agreement.

5. As required by California Penal Code § 2085.5(j), any and all outstanding court-ordered restitution and fines owed by Plaintiff, as well as any administrative fees relating to this

¹ In the Court's order partially granting Defendants' Motion to Dismiss, Defendants Tingey, McGrath, Schwartz, and Terhune were dismissed without prejudice from this action. The terms of this settlement also apply to former Defendants Tingey, McGrath, Schwartz, and Terhune.

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1 restitution per California Penal Code § 2085.5(c), will be deducted from this monetary settlement.

2 6. In further consideration of the release contained in this Agreement and execution
3 of a stipulation of dismissal of action in the United States District Court for the Northern District
4 of California, the California Department of Corrections and Rehabilitation ("CDCR") agrees that
5 a copy of this Agreement and the following language will be placed in Plaintiff's central file:

6 If Vincent Bruce is considered for revalidation as an associate or member
7 of the Black Guerrilla Family prison gang, the CDCR will thoroughly
8 review the source item or source items considered in and used to support
9 any such revalidation to ensure that the proposed revalidation complies
10 with the CDCR criteria for revalidation that are in effect at the time of the
proposed revalidation and the due process protections in effect at the time
of the proposed revalidation. Such protections will include those set forth
in *Castillo v. Terhune*, USDC ND Case No. C 94-2847, provided that the
Castillo terms are in effect at the time of the proposed revalidation.

11 The California Department of Corrections and Rehabilitation further agrees that a copy this
12 Agreement will be maintained in the files of the Special Services Unit ("SSU") in Sacramento.

13 7. Plaintiff fully and forever releases and discharges all Defendants, the State, the
14 California Department of Corrections and Rehabilitation, their employees, agents, servants, and
15 other representatives, past and present, from all claims, demands, actions, and causes of action,
16 whether such claims were brought or could have been brought in federal or state court, including
17 claims for attorneys' fees, court costs, and other costs of suit, arising out of any alleged injury or
18 claim incurred by Plaintiff alleged in this Action or based on the subject of this Action, including,
19 but not limited to, any and all claims alleged in the original complaint and any and all amended
20 complaints.

21 8. The Defendants and the State, and each of them, releases and discharges Plaintiff
22 and Plaintiff's counsel (Munger, Tolles & Olson LLP and its members and employees) from all
23 claims, demands, costs and attorneys' fees, or causes of action (upon any legal or equitable theory
24 whether contractual, common law, statutory, Federal, State or otherwise) whether known or
25 unknown which the Defendants and the State now have or ever have had against Plaintiff or
26 Plaintiff's counsel, which are or may be based upon, or related to the events alleged in pleadings
27 in the Action or the filing of this Action.

28 9. The parties acknowledge and agree that the releases and discharges set forth herein

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1 Defendants, or their agents.

2 11. Plaintiff understands that the payment referenced herein constitutes a compromise
3 of a disputed claim, and that the Defendants and the State expressly deny any and all liability.

4 12. At the time Plaintiff and/or Plaintiff's counsel signs and returns this Agreement,
5 Plaintiff or Plaintiff's counsel shall also sign and return to counsel for Defendants an executed
6 dismissal of this case with prejudice. Plaintiff's counsel authorizes counsel for Defendants to file
7 the dismissal with the Court once the balance of the Settlement Sum has been delivered to
8 Plaintiff's counsel.

9 13. Defendants will endeavor to forward payment to Munger, Tolles & Olson, LLP as
10 soon as possible, but in no event later than ninety (90) days from the date the Payee Data Record
11 Form is returned to Defendants' counsel (that date being the postmark date of the envelope
12 bearing the Payee Data Record Form). If payment is not made within ninety (90) days of the
13 return of the Payee Data Record Form, interest on the entire Settlement Sum, less restitution
14 owed, shall accrue beginning on the ninety-first day at the legal rate of interest as provided in 28
15 U.S.C. § 1961. Defendants shall make payment by sending a written check, made out to the
16 Munger, Tolles & Olson Attorney Client Trust Account, to Plaintiff's counsel.

17 14. Excepting Paragraph 6 of this Agreement, should any provision of this Agreement
18 be held invalid or illegal, such illegality shall not invalidate the whole of this agreement, but the
19 agreement shall be construed as if it did not contain the illegal part and the rights and obligations
20 of the parties shall be construed and enforced accordingly. A holding that Paragraph 6 of this
21 Agreement is invalid or illegal shall invalidate this Agreement unless the parties agree otherwise.

22 15. This Agreement shall constitute the entire agreement between the parties,
23 including attorneys' fees and costs, arising from the actions described, and it is expressly
24 understood and agreed that this Agreement has been freely and voluntarily entered into by all
25 parties, and each of them. It may not be altered, amended, modified, or otherwise changed in any
26 respect except by writing duly executed by the parties to the Agreement.

27 16. This Agreement shall be governed by and construed in accordance with the laws of
28 the State of California.

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17. The parties acknowledge that they have consulted with competent counsel, that they have reached this Agreement in consultation with their counsel, and that the terms of this Agreement have been explained to them by their counsel. The parties make this Agreement freely and voluntarily. The parties have not been influenced to any extent in making this Agreement (including the release provisions) by any representations or statements made by any of the opposing party(ies), or their agents. The parties have carefully read and understand the contents of this Agreement (including the release provision) and sign it as their own free acts.

18. Facsimile signatures shall bind the parties to this Agreement.

19. The parties may execute and deliver this Agreement in any number of counterparts or copies, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS TO BE EXECUTED.

Dated: Aug 31, 2006

By: Vincent C. Bruce
VINCENT C. BRUCE
Plaintiff

MUNGER, TOLLES & OLSON LLP
DAVID H. FRY
REBECCA GOSE LYNCH
AMY C. TOVAR
LIKA C. MIYAKE

By: David H. Fry
DAVID H. FRY
Attorneys for Plaintiff Vincent C. Bruce

Dated: 9/25/06

BILL LOCKYER
Attorney General Of The State Of California

By: Virginia I. Papan
VIRGINIA I. PAPAN
Deputy Attorney General
Attorneys for Defendants Coziahr, Carrillo,
Godfrey, Harris, Marriott, Padilla,
Washington, and Ylst; California
Department of Corrections and
Rehabilitation; and the State of California